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the act. See *Logan v. Atlanta R. R. Co.*, 82 S. C. 518, 523, 64 S. E. 515, 516; *Boston & Me. R. R. v. Brackett*, 71 N. H. 494, 496, 53 Atl. 304, 305.

TELEGRAPH AND TELEPHONE COMPANIES — CONTRACTS AND STIPULATIONS LIMITING LIABILITY — EFFECT OF THE MANN-ELKINS ACT UPON LIMITATION OF LIABILITY FOR INTERSTATE MESSAGES. — A telegraph company negligently made an error in the transmission of an interstate unrepeatable message which was sent under an agreement that in case of error, whether due to negligence or other causes, the telegraph company should not be liable for more than the amount paid for the transmission. Under the law of Mississippi the agreement was void. The Mann-Elkins Act of 1910 (36 STAT. AT L. 539) brought telegraph companies engaged in interstate business within the provisions of the Act to Regulate Commerce. *Held*, that state laws have thereby been rendered inoperative and that the agreement is valid. *Postal Telegraph-Cable Co. v. Warren-Godwin Lumber Co.*, U. S. Sup. Ct., October Term, 1919, No. 91.

A statute of Indiana provided for a penalty to be recovered by the sender for delays in the transmission of unrepeatable telegrams. *Held*, that the statute is inoperative upon interstate messages. *Western Union Telegraph Co. v. Boegli*, U. S. Sup. Ct., October Term, 1919, No. 83.

Many states have held agreements limiting liability void as attempts by telegraph companies to contract themselves out of their common-law liability for negligence. *Ayer v. W. U. Tel. Co.*, 79 Me. 493, 10 Atl. 495; *W. U. Tel. Co. v. Robertson*, 59 Tex. Civ. App. 426, 126 S. W. 629. See Emlin McLain, "Limitation of Liability for Negligence," 28 HARV. L. REV. 550, 561. See also 30 HARV. L. REV. 391. Other states and the federal courts have held them reasonable and valid. *Wheelock v. Postal Tel.-Cable Co.*, 107 Mass. 119, 83 N. E. 313; *Weld v. Postal Tel.-Cable Co.*, 199 N. Y. 88, 92 N. E. 415. *Primrose v. W. U. Tel. Co.*, 154 U. S. 1. But state policy, in the absence of Congressional action, remained unaffected by the federal doctrine. *W. U. Tel. Co. v. James*, 162 U. S. 650; *W. U. Tel. Co. v. Crovo*, 220 U. S. 364. In 1910 Congress extended the Interstate Commerce Act to include telegraph companies engaged in interstate business and provided that messages might be classified into repeated and unrepeatable. 36 STAT. AT L. 544. Some courts have construed this statute to apply only to rates and not to deprive the states of power to apply their own laws of liability. *Des Arc Oil Mill Co. v. W. U. Tel. Co.*, 132 Ark. 335, 201 S. W. 273; *Bowman & Bull Co. v. Postal Tel.-Cable Co.*, 124 N. E. (Ill.) 851. The principal cases apparently go on the ground that the statute appropriates the whole field to the federal courts, without positively enacting the validity of agreements limiting liability. The Supreme Court is thus left free to apply its own view of the common law. *Adams Express Co. v. Croninger*, 226 U. S. 401. A third and preferable view, reaching the same ultimate result, is that the statute positively enacts the validity of the classification of messages into repeated and unrepeatable for purposes of limiting liability. *Gardner v. W. U. Tel. Co.*, 231 Fed. 405; *W. U. Tel. Co. v. Bilisoly*, 116 Va. 562, 82 S. E. 91.

WILLS — CONSTRUCTION — RULE IN SHELLEY'S CASE — WHETHER ISSUE A WORD OF PURCHASE OR OF LIMITATION — EFFECT OF STATUTE ABOLISHING NECESSITY OF WORDS OF LIMITATION TO PASS A FEE. — A testator devised land upon trust for A for life, and upon her death then for her lawful issue, and if there be more than one, as tenants in common, with a gift over if there be no lawful issue. A statute passed prior to the making of the will provided that in devises of land words of limitation should no longer be necessary to pass the fee. (1890 VICTORIAN STAT. 3620.) The question was whether A took a life estate or an estate tail. *Held*, that A took a life estate. *In re Cust*, [1919] V. L. R. 693 (Australia).

The rule in Shelley's case has no application unless the words used in the